



**OFFICE OF AUDITOR OF STATE**  
**STATE OF IOWA**

State Capitol Building  
Des Moines, Iowa 50319-0004

Telephone (515) 281-5834 Facsimile (515) 242-6134

David A. Vaudt, CPA  
Auditor of State

**NEWS RELEASE**

Contact: David A. Vaudt  
(515/281-5835)  
or Tami Kusian  
(515/281-5834)

FOR RELEASE \_\_\_\_\_ February 14, 2006

Auditor of State David A. Vaudt today released a report on a special investigation of the Ottumwa Cemetery. The report covers the period July 1, 2002 through June 30, 2005. The special investigation was requested by the Wapello County Attorney.

Vaudt reported the special investigation identified altered Cemetery records associated with burial spaces held by the Cemetery's Superintendent or his family members. When asked about the alterations, the Superintendent stated he modified the records.

Vaudt also reported actions taken by the Ottumwa Board of Cemetery Trustees resulted in the Superintendent and his family retaining ownership of 12 burial spaces valued at \$3,860.00 although the Cemetery did not receive payment for the spaces. A notarized statement, signed by the Board's Chairman and dated March 25, 2005, was added to Cemetery records stating the Board recognized the 1984 Board granted the Superintendent 12 spaces as a condition of his hire in 1984. However, the minutes from Board meetings in 1984 do not reflect the Board taking this action.

Vaudt also reported the Board did not comply with requirements established by the *Code of Iowa* for closed meetings for two meetings. In addition, actions taken by the Superintendent resulted in \$1,120.00 not being paid to the Cemetery in accordance with Board policy regarding rates for interments and disinterments. Following a closed meeting of the Board, the Superintendent took a two week leave for which he was not paid.

The report includes recommendations to strengthen the Cemetery's internal control and overall operations. Vaudt also recommended the Board review any actions taken during closed sessions with the County Attorney.

Copies of the report have been filed with the Wapello County Attorney's Office, the Division of Criminal Investigation and the Attorney General's Office. A copy of the report is available for review in the Office of Auditor of State and on the Auditor of State's web site at <http://auditor.iowa.gov/specials/specials.htm>.

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**REPORT ON SPECIAL INVESTIGATION  
OF THE  
OTTUMWA CEMETERY  
FOR THE PERIOD  
JULY 1, 2002 THROUGH JUNE 30, 2005**

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### Auditor of State's Report

To the Members of the Ottumwa City Council and  
Ottumwa Board of Cemetery Trustees:

As a result of alleged improprieties regarding certain Cemetery records and at the request of the Wapello County Attorney, we conducted a special investigation of the Ottumwa Cemetery. We have applied certain tests and procedures to selected financial transactions of the Cemetery for the period July 1, 2002 through June 30, 2005. Based on discussions with City officials, Cemetery employees, a member of the Ottumwa Board of Cemetery Trustees and a review of relevant information, we performed the following procedures:

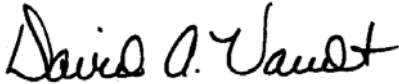
- (1) Evaluated the Cemetery's internal controls to determine whether adequate policies and procedures were in place and operating effectively.
- (2) Reviewed Ottumwa City ordinances, rules and regulations pertaining to the operation of the Cemetery, as well as City personnel policies.
- (3) Examined the City's audit reports to determine Cemetery receipts and disbursements.
- (4) Examined selected receipts to determine if they were properly accounted for and deposited.
- (5) Traced collections from sales of cemetery lots and internments/disinterments to various Cemetery records and determined if the amount charged for each transaction was appropriate.
- (6) Examined all payments made by the City to the Cemetery's Superintendent during the fiscal year ended June 30, 2005 and selected payments to him for the fiscal years ended June 30, 2003 and 2004 to determine if they were properly approved and supported and if the claim appeared reasonable.
- (7) Examined various Cemetery records to determine compliance with Board policies regarding dimensions of stones and monuments used as burial markers.
- (8) Reviewed minutes for meetings of the Board of Cemetery Trustees for the period December 1983 through April 1984. We also reviewed Board meeting minutes for the period August 4, 2004 thru June 30, 2005.

Based on these procedures, we determined certain Cemetery records were altered by the Superintendent to appear as if he or his family owned 16 burial spaces although the Cemetery had only received payment for 4 spaces. The Board allowed the Superintendent to retain ownership of the 12 burial spaces valued at \$3,860.00. In addition, the Board did not comply with requirements established by the *Code of Iowa* for open meetings for two meetings. Also, actions taken by the Superintendent resulted in \$1,120.00 not being paid to the Cemetery in accordance with rates established by the Board for interments and disinterments and the Superintendent did not comply with Board policy regarding restrictions established for stones and monuments. Certain internal control weaknesses were also identified. Our detailed findings and recommendations are presented in the Detailed Findings of this report.


The procedures described above do not constitute an audit of financial statements conducted in accordance with U.S. generally accepted auditing standards. Had we performed additional procedures, or had we performed an audit of financial statements of the Ottumwa Cemetery, other matters might have come to our attention that would have been reported to you.

Copies of this report have been filed with the Wapello County Attorney's Office, the Division of Criminal Investigation and the Attorney General's Office.

We would like to acknowledge the assistance and many courtesies extended to us by the officials and personnel of the Ottumwa Cemetery, the City of Ottumwa and the Ottumwa Board of Cemetery Trustees during the course of our investigation.



DAVID A. VAUDT, CPA  
Auditor of State



WARREN G. JENKINS, CPA  
Chief Deputy Auditor of State

January 24, 2006

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Ottumwa Cemetery  
Investigative Summary

**Background Information**

Ottumwa's city ordinance established the Ottumwa Board of Cemetery Trustees and conferred upon the Board the duty of general management of the Ottumwa Cemetery, Calvary Cemetery and Ottumwa Jewish Cemetery (hereinafter referred to as the "Cemetery.") The city ordinance also authorizes the Board to employ a superintendent, secretary and such other employees as required for the proper management of the Cemetery.

The Superintendent reports to the Board and is responsible for the daily administration of the Cemetery and enforcement of all policies, procedures and regulations established by the Board, municipal ordinance and state law.

Robert Swanson began employment as the Ottumwa Cemetery Superintendent in February 1984. As the Superintendent, he was responsible for overseeing the maintenance and care of all properties under the authority of the Board and the daily business operations of the Cemetery, including preparation of accounting records, maintenance of investment accounts, sale of burial spaces and supervision of Cemetery staff.

The Board has established a price per burial site, based on location of the site within the Cemetery. Burial spaces are typically sold as "lots" which may include one or more burial spaces, depending on the wishes of the purchaser. Once a lot is selected, the purchaser signs a purchase agreement. The agreement specifies the burial space(s) sold and the terms of the sale. The sale is approved by the Board. A copy of a current purchase agreement is included in **Appendix A**.

Payment terms are also established at the time of the sale and receipts are issued for each collection received. If the full purchase price is not remitted to the Cemetery upon enactment of the agreement, installment payments are established. Receipts can be issued by the Superintendent, Clerk or Grounds Foreman. A copy of each receipt is maintained in a bound receipt book.

Of the total purchase price, 40% is deposited to the perpetual care fund. The perpetual care fund is used for the general maintenance of the lots and of the cemetery as a whole. Expenses such as mowing, raking and pruning trees and shrubs are paid from the perpetual care fund. The remaining portion of the purchase price is deposited to the Cemetery Special Revenue Fund administered by the City. Expenses for payroll, office supplies and other general administrative costs are paid from this fund.

The sale is also recorded on a yellow account card. **Appendix B** contains a copy of the Superintendent's yellow account card. The cards for installment payments are filed in a large black recipe card box. The cards for purchases that are paid in full are filed alphabetically in the "Lot Owner Ledger Book." In addition, the sale is recorded on a second card illustrating the location of the lot on a Cemetery map. This card is kept in a file held for the owner that also contains the purchase agreement. A copy of a lot location card is included in **Appendix C**.

The owner's file also contains the lot certificate, which is issued by the Cemetery when full payment has been received for the sale. The book from which the lot certificate is issued contains a stub for each certificate. The stub remains in the book and includes the date of the sale, lot number and location, purchaser, price of the lot, amount deposited to the perpetual care fund and the total price paid for the lot. The lot certificate, which is signed by the Board President, is for interment rights, not ownership of space. **Appendix D** contains a copy of a lot certificate.

When a lot is fully paid for, it is also recorded in the "Perpetual Care Book" and "Lot Register Book." The entries in the Lot Register Book are organized by location of the burial site. After burial, historical information is entered into the Register of Interments. This book includes family information about the individuals buried in the Cemetery.

We were informed a Board meeting was held on March 25, 2005 as a result of information obtained by the Board indicating irregularities in personal lot sales/purchases by the Superintendent. As a

result of possible irregularities, the Wapello County Attorney subsequently requested the Office of Auditor of State conduct an investigation of certain operations at the Cemetery.

### Detailed Findings

The procedures we performed identified the concerns listed below. A detailed explanation of each finding follows the list.

- The Superintendent and his family members currently hold 16 burial spaces; however, payment has been received for just 4 of the spaces. Of the spaces paid for, the Superintendent initially made only a partial payment for 2 of the spaces. The balance was paid in April 2005, at the direction of the Board. Certain Cemetery records associated with some of the 16 burial spaces have been altered. The 12 spaces not paid for are valued at \$3,860.00.
- The Superintendent allowed exceptions to interment and disinterment rates charged without Board approval.
- The Superintendent allowed exceptions to dimensions of stones and monuments without Board approval.
- The Board did not comply with certain requirements established by the *Code of Iowa* regarding closed meetings.

Actions of the Superintendent and the Board resulted in \$4,980.00 not being paid to the Cemetery in accordance with rates established by the Board for sale of burial spaces, interments or disinterments, as illustrated by **Table 1**.

Table 1		
Description	Table / Page	Amount
Burial spaces	Table 5, Page 9	\$ 3,860.00
Exceptions to interment/disinterment fees	Pages 10 and 11	1,120.00
Total		\$ 4,980.00

### Burial Spaces

The burial spaces currently held by the Superintendent and his family are summarized in **Table 2**. Each of the lots is explained in further detail following the table.

Table 2						
Section	Lot	Block	Original Owners		Current Owners	
			Name	# of Spaces	Name	# of Spaces
Sunset Hill	240	SD#1	Eugene & Margaret Swanson*	2	Margaret Canny^	8
Colonial Gardens	87	-	Robert & Diana Swanson	2	Robert & Diana Swanson	8
			Total	4		16

\* - Superintendent's parents

^ - Superintendent's mother-in-law

- Lot 240 of Sunset Hill was purchased by the Superintendent's parents on August 1, 1986. The lot was composed of 2 burial spaces. A copy of the purchase agreement is included in **Appendix E**. According to the purchase agreement, \$540.00 was paid for Lot 240. The cost of the lot was determined by multiplying the per space cost of \$270.00 by 2. Receipt number 3619 issued to the Superintendent's parents also documents \$540.00 was paid for the lot on

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August 11, 1986. A copy of the receipt is included in **Appendix F**. The format of the receipt included in the **Appendix** is consistent with the other receipts bound in the book.

However, the receipt included in **Appendix F** is currently stapled in the receipt book rather than bound in the book as originally designed. It is stapled to a page of receipts and stubs that were not originally issued with the book. A copy of the altered page is included in **Appendix G**.

When the receipt in **Appendix F** is compared to the receipts on the altered page in **Appendix G**, it can be seen the format of the receipts in **Appendix G** is not consistent with the receipts originally issued from the book. Rather than just a receipt number, the altered page shown in **Appendix G** includes the notation “No” preceding the receipt number. As illustrated by **Appendix G**, the page of receipts also includes a receipt numbered 3619. Both receipts numbered 3619 were dated August 11, 1986 and made out to Mr. and Mrs. Eugene Swanson. However, the original receipt included in **Appendix F** shows \$540.00 was received for Lot 240, SD#1. The altered receipt, included in **Appendix G**, shows \$1,920.00 was received for Lot 5, SD#2 and Lot 6.

In addition, we were able to trace the \$540.00 receipt included in **Appendix F** to a \$540.00 check from “Swanson” recorded on a deposit ticket and a subsequent deposit to the Cemetery’s bank account on August 12, 1986. A copy of the deposit ticket is included in **Appendix H**. A deposit was not made for the \$1,920.00. It appears the page of receipts copied in **Appendix G** was added to the receipt book to show the Superintendent’s parents originally purchased more than 2 spaces. However, the original receipt for \$540.00 was subsequently added back to the receipt book.

We also examined the stub remaining in the Lot Certificate book for the lot sold to the Superintendent’s parents. A copy of the stub for certificate number 2167 is included in **Appendix I**. As illustrated by the **Appendix**, the amount paid for the lot has been changed. The certificate currently shows \$540.00 was paid for Lot 6 and SD#2, Lot 5. However, prior to beginning our fieldwork, we obtained a copy of the stub for certificate number 2167. The copy showed the certificate had been issued to Mr. and Mrs. Eugene Swanson for total consideration of \$1,920.00 for Lot 6 and SD#2, Lot 5. A copy of the stub is included in **Appendix J**.

According to Cemetery records, on May 11, 1996, the ownership rights of Mr. and Mrs. Eugene Swanson’s burial spaces were transferred to Mr. Swanson’s mother-in-law, Margaret Canny, for \$1.00. According to the “Release in Interest in Lot” form, 8 spaces in Sunset Hill were transferred to Ms. Canny, which is 6 more spaces than originally purchased by Mr. and Mrs. Eugene Swanson. A copy of the “Release of Interest in Lot” form is included in **Appendix K**.

A copy of the yellow account card maintained for Ms. Canny is included in **Appendix L**. The card shows 8 burial spaces were transferred to her after being purchased on August 11, 1986 by Mr. and Mrs. Eugene Swanson for \$1,920.00 (which would be 8 spaces sold at a cost of just \$240.00 each rather than the \$270.00 cost approved by the Board). However, with the documents referred to previously, we determined the Superintendent’s parents had actually purchased only 2 burial spaces for just \$540.00. Ms. Canny’s account card also shows the 8 spaces were transferred from Mr. and Mrs. Eugene Swanson to Ms. Canny on May 11, 1996. This documentation agrees with information recorded on the “Release of Interest in Lot” form.

When we discussed the discrepancies with the receipts, lot certificate stub and yellow account card with Mr. Swanson, he admitted he had modified Cemetery records. Altering the Cemetery’s records is a violation of the City of Ottumwa’s personnel policy number 3.9. According to this policy, infractions are subject to disciplinary action, up to and including discharge from employment.

**Table 3** compares the amount paid by the Superintendent’s parents for the 2 burial spaces to the value of the 8 spaces now shown as held by his mother-in-law.



**Table 3**

Description	Time Period	Number of Spaces	Amount Per Space	Total Amount
Collection from Mr. and Mrs. Swanson for sale of spaces	1986	2	\$ 270.00	\$ 540.00
Value of spaces transferred to Mrs. Canny's name	1996	8	270.00/300.00	2,340.00*
Difference				\$ 1,800.00

\* - 2 spaces purchased in 1986 for \$270.00 each plus 6 spaces obtained in 1996 for \$300.00 each.

- A yellow account card maintained for the Superintendent and his wife shows a \$404.00 obligation was established on August 1, 1986 for Lot 87 in Colonial Gardens. A copy of the account card is included in **Appendix B**. According to the card, the lot consisted of 8 burial spaces. However, a purchase agreement was not available to support the transaction.

The Colonial Gardens section of the Cemetery did not open until June 1990. Documentation is not available to show the Superintendent was able to acquire burial spaces in this section prior to the spaces being available for purchase by the general public. As a result, it is not feasible the Superintendent was able to obtain the 8 spaces during the time period recorded on the account card.

The \$404.00 purchase price recorded on the account card would calculate to a per space cost of \$50.50 for each of the 8 spaces, or \$202.00 for 2 spaces. Neither amount is an appropriate price for the burial spaces obtained by the Superintendent. The sales price for a burial space in the Sunset Hill section of the Cemetery was \$270.00 in 1986. In 1990, when the Colonial Gardens section was opened, the per space sales price was \$325.00. As a result, it is apparent the Superintendent did not remit the full purchase price to the Cemetery for the spaces he reportedly acquired. **Table 4** summarizes the cost for burial spaces in both the Sunset Hill and Colonial Gardens sections of the Cemetery.

**Table 4**

Section	Year	Cost per Space	Cost for 2 Spaces	Cost for 8 Spaces
Sunset Hill	1986	\$ 270.00	\$ 540.00	\$ 2,160.00
Colonial Gardens	1990*	325.00	650.00	2,600.00

\* - year opened

The Superintendent's account card shows 11 payments were made between August 15, 1986 and November 4, 1989 to fulfill the Superintendent's \$404.00 obligation. We traced each of the payments to a receipt and to a bank deposit. A copy of receipt number 3660, dated September 29, 1986, is included in **Appendix M**. As illustrated by the **Appendix**, a change has been made to the receipt. It appears it originally stated a payment had been made on "SD#2 Lot 240 Sunset Hill." However, it now states a payment was made on "87 Colonial Grdn." As previously stated, this section of the Cemetery was not opened until 1990. A copy of receipt number 4070 is also included in **Appendix M**. As illustrated by the **Appendix**, a \$20.00 payment was received from the Superintendent or his wife on March 30, 1987 for SD#2 Lot 240 Sunset Hill, not Colonial Gardens.

While the account card for the Superintendent shows the \$404.00 obligation was fulfilled in 1989, the lot certificate wasn't issued until June 1, 1991. The lot certificate is to be issued when lot has been fully paid for.

After its March 25, 2005 meeting, the Board informed the Superintendent he owed the Cemetery the balance of \$136.00, which is the difference between the \$540.00 price for 2 burial spaces in Sunset Hill and the \$404.00 paid by the Superintendent. Based on this directive, it appears the Board intended for the Superintendent to pay full price for 2 of the 8 spaces recorded on the card. According to Cemetery records, the Superintendent paid \$136.00 in April 2005.

As a result of these transactions, the Superintendent and his family currently hold 16 burial spaces at the Cemetery, but only 4 spaces have been paid for. According to the Superintendent, he was not required to pay for the remaining 12 spaces because his agreement with the Cemetery Board, established at the time he was hired in 1984, provided for 12 spaces at no cost. However, the Superintendent has not been able to provide documentation of this agreement.

Because each of the members on the Board at the time of Mr. Swanson's hiring is no longer living, it is not possible to confirm the agreement described by the Superintendent. An arrangement of this nature should have been documented in Board minutes and/or a written employment agreement. We reviewed the Board minutes for the time when the Superintendent was hired. The minutes did not include any mention of burial spaces to be provided to the Superintendent. We were unable to locate any documentation that supports the Board granting the Superintendent 12 burial spaces at the time he was hired in 1984.

According to the Superintendent, the Board is aware the following statement has been typed on the lot cards pertaining to the Swanson burial spaces.

"The Board of Trustees of the Ottumwa Cemetery have recognized the sitting Board on the date of Robert Swanson's hire, February 1984 did in fact give Mr. Swanson up to twelve (12) burial spaces as a condition of his hire."

The statement was dated March 25, 2005 and signed by Steve Banyas, Chairman. The statement was also notarized. The date of this notation closely corresponds to 2 closed meetings the Board held in late March, the minutes of which are not available for public review.

Because documentation does not exist to support Board action in 1984 to provide 12 free burial spaces to the Superintendent, it is not apparent how the current Board determined the spaces were a condition of his hire. The Board did not provide any additional explanation or documentation regarding its approval of the Superintendent's ownership of the 12 spaces without additional payment of the \$3,860.00 value of the spaces.

The Superintendent partially paying for 2 spaces in 1986, 2 years after he was hired, is further indication free spaces may not have been a condition of his employment.

**Table 5** compares the amounts paid to the Cemetery for the 16 spaces to the value of the spaces had they been sold at full price. The total difference of \$3,860.00 has been included in **Table 1**.

Table 5							
Section	Lot	Block	Current Owners	# of Spaces	Amount Paid	Value of Spaces	Difference
Sunset Hill	240	SD#1	Margaret Canny	8	\$ 540.00*	2,340.00	1,800.00
Colonial Gardens	87	-	Robert & Diana Swanson	8	540.00^	2,600.00	2,060.00
Total				16	\$ 1,080.00	4,940.00	3,860.00

\* - Paid by Mr. and Mrs. Eugene Swanson

^ - \$404.00 initially paid plus \$136.00 paid in April 2005 at the Board's direction.

### **Exceptions to Interment/Disinterment Rates**

The Board has established interment and disinterment rates to be used by the Cemetery. Board policy also states exceptions to interment and disinterment rates must be presented to the Board for approval.

We identified 2 instances of exceptions to interment and disinterment rates granted by the Superintendent without Cemetery Board approval. According to cemetery records, in October 1995 the Superintendent waived certain interment and disinterment fees totaling \$595.00. He again

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waived fees totaling \$525.00 in October 2001. Mr. Swanson admitted granting exceptions to the rates without the Board's approval at a total cost of \$1,120.00. Because of the nature of the records available at the cemetery, we were unable to determine what additional exceptions, if any, were granted. The total cost has been included in **Table 1**.

### **Exceptions to Stone and Monument Dimensions**

The Board has established certain guidelines regarding the allowable dimensions of stones and monuments used as burial markers. The Board's policy also states exceptions to the dimensions must be presented to the Board for approval.

We identified several instances of exceptions granted by the Superintendent without approval of the Board. For example, a burial space in the Lakeview section of the Cemetery sold on July 1, 1988 was to have markers flush with the ground according to the purchase agreement. An exception was given, without the Board's approval, for the marker to be 18 inches high.

Also, a burial space sold on April 8, 2004 in the Colonial Gardens section was not to have a marker more than 8 inches in height according to the purchase agreement. An exception was given, without Board approval, for the marker to be 20 inches high. The Superintendent admitted granting exceptions to dimensions of stones and monuments to customers without receiving the Board's approval.

### **Closed Sessions of Board Meetings**

The Board held 2 meetings that did not comply with the requirements established by sections 21.4 and 21.5 of the *Code of Iowa* regarding closed sessions. A copy of correspondence from the City Administrator to a representative of the Citizen's Aide/Ombudsman concerning those meetings is included in **Appendix N**.

According to the correspondence, a Board meeting was held on March 25, 2005. However, according to the City Administrator, there was no public notice given for the meeting because it was conducted "as an emergency meeting to handle quickly allegations of misconduct on the part of a senior employee." The Board considered the meeting to be closed even though there is no documentation indicating the closed session was requested by the employee for whom personnel action was being discussed as required by the *Code*.

Based on the Chairman's March 25, 2005 notation on the Superintendent's lot card, it appears final action was taken by the Board during the closed session. In addition, according to the minutes from the Board's March 30, 2005 meeting, the Superintendent stated he would be taking a 2 week leave of absence starting April 4, 2005. According to payroll records, the Superintendent was not paid for this time.

While it appears proper public notice was given for the March 30, 2005 meeting, the agenda did not specify a closed session would occur during the meeting. When the Board attempted to move to a closed session, someone in attendance pointed out that was not possible without including the closed session on the agenda. As a result, the Board completed its routine business and scheduled a meeting for March 31 at which time a closed session would occur.

The Board held a meeting on the next day, March 31, 2005. Although we were unable to review the public notice for the meeting, according to the City Administrator, a public notice was posted but it was destroyed after the meeting. The meeting was never held in open session because the Board considered the whole meeting to be a closed session. According to the correspondence included in **Appendix N**, the meeting was "closed because the only item was the discussion of a personnel issue." However, there are no minutes available from an open session of the meeting to show compliance with requirements established by the *Code*. According to an individual we spoke with, Cemetery employees provided comments and observations to the Board. However, the minutes and the action taken are not available for public review.

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### **Recommended Control Procedures**

As part of our investigation, we reviewed the procedures used by the Ottumwa Cemetery to process receipts and burial space sales. All disbursements for the operation of the Ottumwa Cemetery are paid by the City of Ottumwa and are subject to the internal controls established by the City. An important aspect of internal control is to establish procedures to provide accountability for assets susceptible to loss from error and irregularities. These procedures provide that the actions of one individual will act as a check on those of another and provide a level of assurance that errors or irregularities will be noted within a reasonable time during the course of normal operations. Based on our findings and observations detailed below, the following recommendations are made to strengthen the Ottumwa Cemetery's internal controls.

- A. Segregation of Duties – An important aspect of internal control is the segregation of duties among employees to prevent an individual employee from handling duties which are incompatible. The Superintendent, Clerk and Grounds Foreman each may collect and deposit fees.

Recommendation – We realize segregation of duties is difficult with a limited number of office employees. However, the duties within each function listed above should be segregated between the Clerk and Superintendent. Also, the Board and possibly the accounting function of the City of Ottumwa should review financial records, reconciliations and supporting documentation for accounting records on a periodic basis.

In addition, when the Clerk is unable to complete assigned duties, the Superintendent should not substitute for the Clerk.

- B. Superintendent's Burial Spaces – As a result of actions taken by the Superintendent and the Board, the Superintendent and his family have obtained 16 burial spaces, of which the cemetery has received payment for only 4. In acquiring the spaces, the Superintendent altered several Cemetery records. During this process, the description of the lots held in Sunset Hill varied between Lot 240, SD#1 and Lots 5 and 6, SD#2.

In addition, notarized statements appearing on the lot cards for the Superintendent's burial spaces state the Board "recognized the sitting Board on the date of Robert Swanson's hire, February 1984 did in fact give Mr. Swanson up to twelve (12) burial spaces as a condition of his hire." However, there is no documentation to support the Board action in 1984 to provide 12 free burial spaces to the Superintendent. The Board did not provide any additional explanation or documentation regarding its approval of the Superintendent's ownership of the 12 spaces without additional payment of the \$3,860.00 value of the spaces. As a result, we cannot determine how the current Board determined the spaces were a condition of the Superintendent's hire.

Recommendation – The Board should review any actions taken during closed sessions of Board meetings with the County Attorney to determine if the Board acted appropriately and seek guidance regarding the appropriate way to resolve any actions determined to be inappropriate.

In addition, clarification should be made regarding which lots in Sunset Hill are held by the Superintendent and his family.

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- C. Violations of Open Meetings Laws – The Board held 2 meetings in March 2005 that did not comply with requirements established by Sections 21.4 and 21.5 of the *Code of Iowa* regarding closed sessions.

Recommendation – The Ottumwa Board of Cemetery Trustees should implement procedures to ensure all meetings are held in accordance with sections 21.4 and 21.5 of the *Code of Iowa* regarding open meetings laws.

- D. Exceptions to Board Policies – The Board has established certain guidelines regarding the allowable dimensions of stones and monuments used as burial markers. The Board has also established interment and disinterment rates. We identified instances where exceptions to the policies were granted by the Superintendent without approval of the Board.

Recommendation – The Board should implement procedures to ensure policies are complied with and all exceptions are properly approved by the Board. The Board, or a designated representative, should periodically review compliance with Board policies.

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Special Investigation of the  
Ottumwa Cemetery

Staff

This special investigation was performed by:

Annette K. Campbell, CPA, Director  
K. David Voy, CPA, Manager  
Marc D. Johnson, Staff Auditor

A handwritten signature in black ink, reading "Tamera S. Kusian". The signature is written in a cursive style with a large, stylized 'T' and 'K'.

Tamera S. Kusian, CPA  
Deputy Auditor of State


**Special Investigation of the  
Ottumwa Cemetery**

## **Appendices**



Special Investigation of the  
Ottumwa Cemetery

Copy of Purchase Agreement  
For the Period July 1, 2002 through June 30, 2005

 **OTTUMWA BOARD OF CEMETERY TRUSTEES**  
OTTUMWA CEMETERY - CALVARY CEMETERY - OTTUMWA JEWISH CEMETERY  
1302 N. Court Street - Ottumwa, Iowa 52501  
Phone (641) 683-0687

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, between the **OTTUMWA BOARD OF CEMETERY TRUSTEES**, managing board of the municipally owned cemeteries in and for the City of Ottumwa, IA, herein known as the Seller and \_\_\_\_\_ of \_\_\_\_\_ herein known as Purchaser for (if different than purchaser) \_\_\_\_\_.

**WITNESSETH:** That the said Purchaser agrees to purchase from the Seller, at the price, upon the terms and subject to the conditions hereinafter set forth, the exclusive right of interment in the \_\_\_\_\_ Cemetery on lot \_\_\_\_\_, block \_\_\_\_\_, Subdivision \_\_\_\_\_, in the \_\_\_\_\_ Section, per plat on file in the office of said cemetery and agrees to pay the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as follows: \$ \_\_\_\_\_ cash at the time of purchase, receipt of which is hereby acknowledged, and \$ \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ and each \_\_\_\_\_ thereafter until the entire amount of the purchase price has been paid, with interest of 12% per annum. No interest will be charged if payments are made as set forth. The price set forth is guaranteed, provided the purchaser has made payments as agreed above.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:**

- 1) This cemetery is operated as a perpetual care cemetery, which means that a care fund for its maintenance has been established in conformity with the laws of the State of Iowa. From the purchase price above, the Seller agrees to set aside 40% in a perpetual care fund (20% is required by law). Which when all payments covered by this contract have been paid shall be held in an irrevocable trust fund by the Ottumwa Board of Cemetery Trustees and the income from that fund will be used for the permanent care of the lot and to maintain, repair and care for the cemetery, excluding monuments and markers.
- 2) The purchaser at any time within two years from above date, providing no interment has been made upon the lot, shall have the right of exchanging the above described lot for any other salable lot in the cemetery of the same or lesser price, based upon the schedule of prices in effect when exchange is made, whereupon all sums paid shall be credited to the purchase price of the new selection.
- 3) During the life of this agreement, burial will be permitted upon the above described lot providing a sufficient sum has been paid equal to the purchase price of one grave space and that no part of the purchase price shall be delinquent or in arrears at the time of request for interment. This contract does not cover opening and closing of the interment spaces. These charges will be made at the time of interment and are subject to change.
- 4) Time is of the essence of this agreement and upon default for a period of sixty days, in the payment of the purchase price or any part or installment thereof at the time, and in the manner and amount hereinbefore provided, the purchaser will be notified and the entire remaining unpaid portion of the purchase price shall become due and payable. 30 days after notification, the Ottumwa Board of Cemetery Trustees shall have the right, at its option and without further notice, to revoke this agreement and all sums paid may be retained by it as liquidated damages, and the Ottumwa Board of Cemetery Trustees shall be discharged at law and in equity from any and all liability.
- 5) This lot is sold subject to all rules and regulations governing said cemetery, as they are now in force, or as they may in the future be amended and/or adopted and the purchaser in executing and accepting this agreement binds him/herself and his/her heirs and assigns to comply with and abide by all such rules and regulations.
- 6) The purchaser may sell and assign his/her rights of this agreement to any person admissible to sepulcher, under the rules and regulations of said cemetery in force at the time, provided no part or installment of the purchase price payable above is delinquent when transfer is made. The assignment of rights shall not be effective until approved in writing by Superintendent or his/her agent.
- 7) No sale or assignment of rights in this lot shall be effective or valid until it has been paid in full and certificate issued. Until this time, the purchaser may cancel this agreement, forfeiting any perpetual care or State fees that have been paid. The above purchase price includes a \$5.00 per deed filing fee to the State of Iowa.

**8) THIS AGREEMENT IS SUBJECT TO RULES ADMINISTERED BY THE IOWA INSURANCE DIVISION. YOU MAY CALL THE INSURANCE DIVISION AT 515/281-4441. WRITTEN INQUIRIES OR COMPLAINTS SHOULD BE MAILED TO THE IOWA SECURITIES BUREAU, REGULATED INDUSTRIES UNIT, IOWA INSURANCE DIVISION, 340 MAPLE STREET, DES MOINES, IOWA 50319-0066.**

**IN WITNESS WHEREOF**, the parties have executed these presents the day and year first above mentioned.


Signed \_\_\_\_\_  
Purchaser

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTTUMWA BOARD OF CEMETERY TRUSTEES  
By \_\_\_\_\_

Special Investigation of the  
Ottumwa Cemetery

Copy of Purchase Agreement  
For the Period July 1, 2002 through June 30, 2005

<b>AGREEMENT</b> <b>WITH</b>		<b>OTTUMWA, IOWA</b> Lot _____ Spaces _____ Section _____ Date _____
---------------------------------	---	--

**MEMORIAL REGULATIONS**

- 1) No memorial shall be permitted upon any lot until the lot is paid in full, and then only such memorialization as designated below for this lot and section will be permitted.
- 2) All memorials shall be of first quality bronze or natural granite and of first class workmanship and approved by the Superintendent or his/her agent as to design, quality, workmanship and size.
- 3) Location on the lot for all memorials shall be designated and all foundations installed by Cemetery personnel. When weather and ground conditions are favorable for proper installation, memorial foundations will be installed after August 1<sup>st</sup> and no later than November 30<sup>th</sup>.
- 4) The Cemetery reserves the right to correct any errors that may be made by its employees or any other person so authorized, in the location or placing of a memorial.
- 5) No memorial shall be removed from the cemetery except by written authority issued by the Cemetery office.
- 6) Should any memorial become unsightly, dilapidated or a menace to visitors, the Cemetery shall have the right to correct the condition or remove the same at the expense of the lot owner.
- 7) A FAMILY MONUMENT will be permitted upon those lots and in the location so designated by the regulations or the Cemetery officials. Monuments may be of one or more pieces, as designated below.
- 8) **MARKERS.** One marker will be permitted for each grave (except when a double marker is preferred). The marker shall be of a size and material as approved for that particular section in the Cemetery. Flush markers shall be set level with the turf, with no bevel, and the thickness throughout shall not be less than 4" or more than 6".
- 9) Planting of trees, shrubs or plants shall not be permitted unless approved by the Superintendent or his/her agent and then only in approved locations and under his/her supervision. The Ottumwa Board of Cemetery Trustees reserves the right to remove any plant, tree or shrub which in their opinion is out of place, dangerous or unsightly to the general appearance of the Cemetery as a whole.
- 10) It will be the responsibility of the lot owner to keep grass trimmed away from flowers, or tributes placed around the memorial. If grass is allowed to grow and the lot becomes unsightly, they will be removed by cemetery personnel to facilitate the trimming around the memorial. All flowers and tributes placed on the lot will be removed by Cemetery in March and October of each year. Persons wishing to retain such items are asked to remove them prior to these dates. Decorations that cause safety issues, that are deemed inappropriate by the Superintendent or not complying with cemetery rules will be removed without notice.

**MEMORIAL REGULATIONS FOR THIS LOT**

A FAMILY MONUMENT.....(is or is not) ..... PERMITTED ON THIS LOT  
 The overall dimensions shall not exceed ..... in height, ..... in width,.....in length.

MARKERS shall be .....  
 Not to exceed ..... in height, .....in width ..... in length.

**I hereby signify that I have read the above regulations and fully understand and agree to the specifications as set out for the lot which I have purchased.**

Signed this .....day of ....., .....  
Signature

Special Investigation of the  
Ottumwa Cemetery

Copy of Superintendent's Yellow Account Card  
For the Period July 1, 2002 through June 30, 2005

SWANSON, ROBERT E. & DIANA L.

NAME: [REDACTED]  
ADDRESS: [REDACTED]  
ADDRESS CHANGE: [REDACTED]  
ADDRESS CHANGE: [REDACTED]

Graves: 8  
lot: 87  
Blk: Colonial  
Section: Gardens

Cert #: 2306

COMMISSION - CREDIT: [REDACTED]  
SALESMAN: [REDACTED]

ACCOUNT TRANSFERRED TO FROM

DATE	ITEM	DEBIT	CREDIT	BALANCE	DATE	ITEM	DEBIT	CREDIT	BALANCE
1986									
Aug 1	Gen Fd.	324.00		324.00	Aug 1	P.C. Fund	80.00		80.00
Aug 15	Rec 3622		80.00	244.00	Dec 30	Rec 3963		40.00	40.00
Sep 29	Rec 3660		20.00	224.00	May 17	Rec 6407		30.00	10.00
Oct 30	Rec 3700		20.00	204.00	Nov 4	Rec 6703		10.00	-0-
Nov 17	Rec 3755		20.00	184.00					
Mar 30	Rec 4070		20.00	164.00					
1987									
Sep 18	Rec 4613		60.00	104.00					
1989									
Feb 8	Rec 6022		40.00	64.00					
Feb 28	Rec 6034		3.50	60.50					
Nov 4	Rec 6703		60.50	-0-					



Special Investigation of the  
Ottumwa Cemetery

Copy of Lot Location Card  
For the Period July 1, 2002 through June 30, 2005

Lot 87 Section Colonial Gardens Size 80'0" x 136'0" Sq. Ft. 10880 P. C. 2306

NAME Robert E. and Diana L. Swanson LOT DIVISION 8 spaces P.C. Cert. 2306

Eugene K and Margaret Swanson - Authorization to Inter (S.O.#) - 2 spaces

NAME Robert E. and Diana L. Swanson Inherit No. 17912 Name Of Deceased Eugene "Boots" Swanson Date Of Death Oct 25, 1999

REMARKS Markers - 14" x 54" x 36" h. 12" x 24" x 18" h. 2-piece

PERPETUAL CARE 80'0" x 136'0" PAGE 129

PERPETUAL CARE 80'0" x 136'0" PAGE 129

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S  
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**Special Investigation of the  
Ottumwa Cemetery**

Special Investigation of the  
Ottumwa Cemetery

Copy of Lot Certificate  
For the Period July 1, 2002 through June 30, 2005

<p>Lot Certificate</p> <p><b>OTTUMWA CEMETERY</b></p> <p>Ottumwa Board of Cemetery Trustees OTTUMWA, IOWA 52501</p> <p style="text-align: right;">No. 2306</p>	
<p>HEREBY CERTIFIES, That <u>Robert E. and/or Diana L. Swanson</u> the</p> <p>holder of this certificate has paid to the Secretary the sum of _____</p> <p><u>Four hundred four and 00/100</u> Dollars, the receipt of which is hereby acknowledged,</p> <p>is entitled to hold and use for himself, his family and his heirs, for the interment of human remains</p> <p>only, _____ of Lot No. <u>87</u> Section <u>Colonial Gardend</u> as designated on</p> <p>the plat of Ottumwa Cemetery.</p> <p>Said sum includes the amount to be placed in Trust, known as the Perpetual Care Fund, by the OTTUMWA BOARD OF CEMETERY TRUSTEES. The income of this fund shall be used to properly care for said lot, monuments and markers excepted, to mow the grass at reasonable intervals and to keep the lot clean of debris, also to maintain the cemetery property as a whole. Said income shall not be used for repairs or replacements of damage caused by an act of God, common enemy, thieves, vandals, malicious mischief makers or unavoidable accidents.</p> <p>The holder of this certificate, covenants for <u>their</u> self or <u>their</u> heirs and all persons who may become interested in said interment property to be subject to the laws of Iowa and the rules and regulations which are now in force and as may be hereafter, legally adopted.</p> <p>IN WITNESS WHEREOF, The OTTUMWA BOARD OF CEMETERY TRUSTEES has caused this Certificate to be signed by its Chairman and Secretary, dated at Ottumwa, Iowa, this <u>1st</u> day of <u>June</u> 19<u>91</u>.</p> <p style="text-align: right;">By <u>E. J. Vaughan</u> Chairman</p> <p style="text-align: right;">Attest <u>Rhea L. Shaver</u> Secretary</p> <p>NOTICE: This certificate of ownership is not transferable except in accordance with the rules and regulations of the Municipally owned cemeteries, nor shall any transfer be valid unless made of record in the office of the secretary.</p>	

Special Investigation of the  
Ottumwa Cemetery

Copy of Eugene and Margaret Swanson's Purchase Agreement  
For the Period July 1, 2002 through June 30, 2005

**PURCHASE AGREEMENT**

for

*Ottumwa Cemetery - Calvary Cemetery*

THIS AGREEMENT, Made this 1st day of August, 1986, between the OTTUMWA BOARD OF CEMETERY TRUSTEES, managing board of the Municipally owned Cemeteries in and for the City of Ottumwa, Iowa, herein known as the Seller and Eugene K. and Margaret E. Swanson of [redacted] Ottumwa, Ia. known as the Purchaser.

WITNESSETH: That the said Purchaser agrees to purchase from the Seller, at the price, upon the terms and subject to the conditions hereinafter set forth, the exclusive right of interment in of Lot 240 Block S.D.#1 Section Sunset Hill located in Ottumwa Cemetery, as per plat thereof on file in the office of said Cemetery and agrees to pay the sum of Five hundred forty and 00/100 Dollars (\$ 540.00) as follows, \$ 540.00 cash at the time of purchase, receipt of which is hereby acknowledged, and \$        on the        day of       , 19  , and \$        on or before the        day of each        thereafter until the entire amount of the purchase price has been paid, with interest at six per cent per annum. (No interest will be charged if payments are made as above set forth.)

It is expressly understood and agreed by and between the parties hereto as follows, to-wit:

1. The purchase price as above set forth includes the amount to be set aside in trust with other funds of like character, the net income of which shall be used for the permanent care of the lot and the general care and maintenance of the cemetery as a whole.
2. During the life of this agreement, burial will be permitted upon the above described lot providing a sufficient sum has been paid equal to the purchase price of one grave space and that no part of the purchase price shall be delinquent or in arrears at the time of request for interment.
3. No memorial shall be permitted upon the above described lot until this agreement has been fulfilled and then only such memorialization as designated for this lot and section will be permitted. (See reverse side for memorial regulations.)
4. Planting of trees, shrubs or plants shall not be permitted unless approved by the Supt. or his agent and then only in approved locations and under his supervision. The Cemetery Board reserves the right to remove any plant, tree or shrub which in their opinion is dangerous or injurious to the general appearance of the Cemetery as a whole.
5. Time is the essence of this agreement and upon default, for a period of sixty days, in the payment of the purchase price or any part or installment thereof at the time, and in the manner and amount as hereinbefore provided, the entire remaining unpaid portion of the purchase price shall become due and payable and the Cemetery Board shall have the right at its option and without further notice to cancel this agreement and whereupon all sums and amounts theretofore paid may be retained by it as liquidated damages, and the Cemetery Board shall be discharged at law and in equity from any and all liability hereunder.
6. This lot is sold subject to all Rules and Regulations governing said cemetery, as the same are now in force, or as they may hereafter be amended and/or adopted and the purchaser in executing and accepting this agreement binds himself, his heirs and assigns to comply with and abide by all such Rules and Regulations.
7. No sale or assignment of rights in this lot shall be effective or valid until it has been approved by the Cemetery and so registered on its books.
8. The Seller agrees, upon the payment of the purchase price in full, to deliver to the Purchaser, for the exclusive purpose of sepulture, a good and sufficient conveyance to the said burial space, subject to the terms herein set forth.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above mentioned.

Signed Eugene K. Swanson OTTUMWA BOARD OF CEMETERY TRUSTEES

Add [redacted] By Robert E. Swanson

Ottumwa, Iowa



Special Investigation of the  
Ottumwa Cemetery

Copy of Eugene and Margaret Swanson's Purchase Agreement  
For the Period July 1, 2002 through June 30, 2005

No. \_\_\_\_\_

**AGREEMENT**

WITH

Eugene K. and Margaret E. Swanson

Ottumwa, Iowa

Ottumwa, Iowa

OTTUMWA, IOWA

Lot 240 S.D.#1

Spaces 2

Section Sunset Hill

Date Aug 1, 1986

Memorial Regulations

1. All memorials shall be of first quality natural granite and of first class workmanship.
2. No duplication of design shall be permitted in a location sufficiently near to the original that the duplication will be noticeable.
3. Location on the lot for all memorials shall be designated and all foundations installed by Cemetery personnel. When weather and ground conditions are favorable for proper installation, memorial foundations will be installed after June 1st and not later than November 15th.
4. Memorials shall be approved by Cemetery authorities as to design, quality, workmanship and size.
5. The Cemetery reserves the right to correct any errors that may be made by its employees or any other person so authorized, in the location or placing of a memorial.
6. No memorial shall be removed from the cemetery except by written authority issued at the Cemetery Office.
7. Should any memorial become unsightly, dilapidated or a menace to visitors, the cemetery shall have the right to correct the condition or remove the same at the expense of the lot owner.
8. A FAMILY MONUMENT will be permitted upon those lots and in the location so designated by the Regulations or the Cemetery Officials. Monuments may be of one or more pieces, all of matching material and color and shall not be less than 24" above the ground.
9. MARKERS. One marker will be permitted for each grave, (except when a double marker is preferred), such marker shall be of a size and material as approved for that particular Block or Section by Cemetery authorities.  
Double Markers, when used, shall replace the use of individual markers and shall be limited in height and width to that of a single marker and the length shall not exceed 48".  
Flush Markers shall set level with the turf, with no bevel, and the thickness thru out shall not be less than 4" nor more than 6".

Memorial Regulations for this Lot

A FAMILY MONUMENT IS (is or is not) PERMITTED ON THIS LOT. *monument to be shared with S.D.#2*

The overall dimensions shall not exceed Reasonable in height, 16 in width, 4' 6" in length.

MARKERS shall be one piece granite

Not to exceed 0 in height, 12 in width, 24 in length.

I hereby signify that I have read the above Regulations and fully understand and agree to the specifications as set out for the lot which I have purchased.

Signed this 11<sup>th</sup> day of August, 1986

*Margaret Swanson*  
X *Eugene K. Swanson*  
Signature



Special Investigation of the  
Ottumwa Cemetery

Copy of Receipt #3619  
For the Period July 1, 2002 through June 30, 2005

3619 Ottumwa, Iowa August 14 86

Received from Mr. & Mrs. Eugene Swanson  
Five Hundred Forty & 00/100 Dollars  
Lot 240, S.D. #1, Sunset Hill.

Ottumwa Cemetery

\$ 540<sup>00</sup>  
ck # 2264 By Rhea L. Shaver

Special Investigation of the  
Ottumwa Cemetery

Copy of Altered Receipt Page  
For the Period July 1, 2002 through June 30, 2005

LOT SALE	100 <sup>00</sup>	
P. C. PRINCIPAL		Ottumwa, Iowa August 8 1986
INTERMENTS		N <sup>o</sup> 3618
INT.		Received from [REDACTED]
LOT CARE		One hundred & 00/100 Dollars
FOUNDATIONS		Purchase Lot 117 Parkway II
MIS'CL COLL.		
NURSERY		Ottumwa Cemetery
TOTAL	100 <sup>00</sup>	By Rhea L. Shearer
	100 <sup>00</sup>	ck # 6816

LOT SALE	1152 <sup>00</sup>	
P. C. PRINCIPAL	768 <sup>00</sup>	Ottumwa, Iowa August 11 1986
INTERMENTS		N <sup>o</sup> 3619
INT.		Received from Mr. & Mrs. Eugene Swanson
LOT CARE		One thousand nine hundred twenty and 00/100 Dollars
FOUNDATIONS		Lot 5, S.D. #22 Lot 6 Sunset Hill
MIS'CL COLL.		
NURSERY		Ottumwa Cemetery
TOTAL	11920 <sup>00</sup>	By Rhea L. Shearer
	11920 <sup>00</sup>	ck # 2264

**Special Investigation of the  
Ottumwa Cemetery**



Special Investigation of the  
Ottumwa Cemetery

Copy of Stub from Lot Certificate Book  
For the Period July 1, 2002 through June 30, 2005

No 2167

Ottumwa Cemetery

Lot No Lot 6 & SD #2, Lot 5

Block Sunset N: 11

To Whom Issued  
Mr. & Mrs. Eugene K.  
(Margaret E.) Swanson

Price of Lot 324  
\$152.00

Perpetual Care Deposit 216 ~~768~~ 00  
192 ~~192~~ 00

Total Consideration 580

Date August 11, 1986

Remarks  
Mr. & Mrs. Eugene K. Swanson  
Ottumwa, Iowa  
52501

Special Investigation of the  
Ottumwa CemeteryCopy of Altered Stub from Lot Certificate Book  
For the Period July 1, 2002 through June 30, 2005

N<sup>o</sup> 2167

Ottumwa Cemetery

Lot No. Lot 6 & SD. #2, Lot 5

Block Sunset N: 11

To Whom Issued  
Mr. & Mrs. Eugene K.  
(Margaret E.) Swanson

Price of Lot 1152.00

Perpetual Care Deposit 768.00  
1920.00

Total Consideration ~~1920.00~~

Date August 11, 1986

Remarks  
Mr. & Mrs. Eugene K. Swanson  
[REDACTED]  
Ottumwa, Iowa  
52501

Special Investigation of the  
Ottumwa Cemetery

Copy of Release of Interest in Lot  
For the Period July 1, 2002 through June 30, 2005

RELEASE OF INTEREST IN LOT

KNOW ALL MEN BY THESE PRESENTS, That, Eugene K. and Margaret E. Swanson  
residing at [REDACTED] Ottumwa, IA 52501  
in the County of Wapello, and State of Iowa  
for the sum of 1 dollar and other considerations (\$ 1.00 )  
receipt of which is hereby acknowledged, do hereby release and forever quit-claim, To  
Margaret A Canny residing at [REDACTED] Ottumwa, IA 52501

all right, title, interest, use, trust, claim and demand whatsoever, both in law and in equity which the  
undersigned may have had in, Lot 5, SD #2, Sunset Hill and Lot 6 Sunset Hill - a total of  
8 spaces, of Lot 5, SD #2, Section 6, Sunset Hill  
Block [REDACTED], in Ottumwa Cemetery, located at Ottumwa, in  
the County of Wapello, State of Iowa, so that neither the undersigned, their heirs or assigns shall or will  
hereafter have claim, challenge, or demand any right, title or interest whatsoever in the above described  
lot.

The undersigned hereby certify, that as the sole owners  
they have the right to make this authorization and do further agree to hold the Ottumwa Board of Cem-  
etry Trustees and its employees free of all liability on account of said authorization.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 11th  
day of May, 1996

*Margaret E. Swanson*  
*Eugene K. Swanson*

Witness: *Robert E. Swanson*  
(son)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, the undersigned, a Notary  
Public in and for said County, in said State, personally appeared \_\_\_\_\_

to me known to be the identical persons named in and who executed the within and foregoing instrument,  
and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said County



Special Investigation of the  
Ottumwa Cemetery

Copy of Margaret Canny's Yellow Account Card  
For the Period July 1, 2002 through June 30, 2005

Canny, Margaret A

[REDACTED], Ottumwa, IA 52501

Graves 8 Lot 5, SD #2 Blk Section  
Deed 6 Sunset Hill  
2167 Sunset Hill

Ownership transferred from Eugene K  
and Margaret E. Swanson 5/11/96

DATE	ITEM	DEBIT	CREDIT	BALANCE
1986	Gen Fund	1152		1152
8/11/86	Rec 3619		1152	-0-
11/20/96	Inter-disinterment	360.00		360.00
01/06/97	Rec 10X633		360.00	-0-

DATE	ITEM	DEBIT	CREDIT	BALANCE
8/11	PC	768		768
8/11	Rec 3619		768	-0-



**Special Investigation of the  
Ottumwa Cemetery**

Special Investigation of the  
Ottumwa Cemetery

Copy of Receipt from Robert and Diana Swanson  
For the Period July 1, 2002 through June 30, 2005

LOT SALE	<u>20<sup>00</sup></u>		
P. C. PRINCIPAL		3660	Ottumwa, Iowa <u>Sept 29</u> 1986
INTERMENTS			
INT.		Received from	<u>Robert &amp; Diana Swanson</u>
LOT CARE			<u>Twenty &amp; 00/100</u> Dollars
FOUNDATIONS			<u>Payment on <del>35th St</del></u>
MIS'CL. COLL.			<u><del>35th St</del> 87 Colonial Green</u>
NURSERY			Ottumwa Cemetery
TOTAL \$	<u>20<sup>00</sup></u>	\$ <u>20<sup>00</sup></u>	By <u>Rhea L. Shearer</u>
		<u>cash</u>	

LOT SALE		4070	
P. C. PRINCIPAL			Ottumwa, Iowa <u>March 30</u> 1987
INTERMENTS		Received from	<u>Robert E. or Diana L. Swanson</u>
<u>PC</u> INTEREST	<u>20<sup>00</sup></u>		<u>Twenty &amp; 00/100</u> Dollars
LOT CARE			<u>Payment on S.D. #2 Lot 240 Sunset Hill</u>
FOUNDATIONS			
MIS'CL. COLL.			Ottumwa Cemetery
NURSERY			
TOTAL \$	<u>20<sup>00</sup></u>	\$ <u>20<sup>00</sup></u>	By <u>Rhea L. Shearer</u>
		<u>ch 589</u>	<u>Bel 340<sup>00</sup></u>

Special Investigation of the  
Ottumwa Cemetery

Copy of Correspondence to Office of Citizens' Aide/Ombudsman  
For the Period July 1, 2002 through June 30, 2005



May 25, 2005

Ms. Angela Dalton  
Assistant for Public Records and Open Meetings  
Office of Citizens' Aide/Ombudsman  
Ola Babcock Miller Building  
1112 East Grand  
Des Moines, IA 50319

Dear Angela:

This letter is in response to your request for information concerning our recent Cemetery Board of Trustees meetings.

You asked for the agendas, the minutes, and the tape recordings from the meetings on March 25, March 30, and March 31. This amounts to nine discreet items, which I will address as follows:

March 25. No agenda was prepared for this meeting nor was any advance notice posted as the Cemetery Board considered this an emergency meeting. The minutes for the meeting do, however, exist and are attached. A tape recording was also made of this meeting and it is also enclosed.

March 30. An agenda was prepared for this special meeting and posted and it is attached. The minutes for this meeting do also exist and they are attached. There was, however, no tape recording done of this meeting, and therefore, we cannot provide a copy.

March 31. The notice for this meeting was made, posted in advance but was destroyed after the meeting. However, it was simple and we have produced a second copy from memory. That copy is attached and while it is not an exact copy of the original, it does not differ from the original in any significant way. The minutes from that meeting have been produced and are included here. There was also a tape recording made. That recording is included here.

The March 25 meeting was conducted as a emergency meeting to handle quickly allegations of misconduct on the part of a senior employee. When they did the minutes, however, the Board should have clearly stated the reason why the meeting was done on an emergency basis and why no agenda was posted.

City of Ottumwa  
105 East Third Street, Ottumwa, Iowa 52501  
Telephone 641-683-0600 Fax 641-683-0613

Special Investigation of the  
Ottumwa Cemetery

Copy of Correspondence to Office of Citizens' Aide/Ombudsman  
For the Period July 1, 2002 through June 30, 2005

Angela Dalton  
May 25, 2005  
Page 2

The March 30 meeting was originally envisioned by the Trustees as having a closed session portion. When the meeting convened, however, it was pointed out to the Trustees that they could not adjourn to a closed session without that having been so indicated on the agenda. Consequently, the Board handled all its routine business and scheduled another meeting for March 31 at which time a closed session would be held.

The March 31 meeting was a closed meeting because the only item was the discussion of a personnel issue. This is an allowable exception to the Open Meetings requirement when requested by the individual concerned, which it was. The Cemetery Board of Trustees asked the City Attorney if it could have a closed meeting on this subject. The City Attorney replied that they could. They did not ask him, however, what procedure should be used for having a closed meeting. Therefore, they simply began the meeting as a closed meeting and ended it as a closed meeting. Even though the procedure for a closed meeting was improper in some respects, it does not, in the opinion of the City Attorney, therefore make the items discussed open records. We have, however, discussed the proper way of having closed meeting items with the Board of Trustees. They should have convened a meeting in the normal way, then moved to go into closed session. When the closed discussion was completed, they should have moved to go back into open session, taken what action was deemed prudent in open session and then adjourned.

To ensure that these kinds of actions are conducted properly in the future, we will schedule two training sessions with the Chairpersons and Vice-Chairs of all of our boards and commissions to discuss both the Open Meetings Law and requirements for emergency and closed sessions. We will ask the Ombudsman's office for assistance with training materials to make this training as effective as possible.

We ask that you keep confidential these items that the trustees considered to be confidential and that you return them to us when you have completed your review.

Should you have any further questions concerning this matter, please call me immediately at City Hall 641-683-0600 or on my cell phone at 641-680-0312.

Sincerely,



Steve Rasmussen, City Administrator